

Exhibit A - Scope of Work

Gateway Fountains

Module 1 – Gateway Fountains Equipment/Mechanical Maintenance

Equipment/Mechanical and software items requiring maintenance at the Gateway fountains consist of the following items:

- Oarsman® assemblies – 18*
- MiniShooter® assemblies – 40*
- Superlight™ assemblies - 120
- Submersible junction boxes (medium) - 158
- Submersible junction boxes (large) - 2
- Picolight™ assemblies, white with stands - 288
- Pumps (50 HP) - 2
- ZeptoLight™ assemblies, white with stands - 350
- Air system - 1
- Air pressure control module - 4
- Torpedo strainers - 3
- Pumps (7.5 HP) - 4
- Pressure/Vacuum switches - 14
- Pressure gauges - 30
- Water level sensors - 4
- Wind sensors - 2
- Animation and monitoring control systems – 2*
- Pump speed controls, 50 HP (built in control panel) - 2

- Pump speed controls, 7.5 HP (built in control panel) – 4
- Light contactors – 10
- Audio system speakers - 52
- GFCI breakers – 10
- Intrusion system – 1
- Paver support – 332
- Other associated equipment not listed above

* Equipment proprietary to WET Care, the company that designed and built the fountains.

Module 2 – Gateway Fountains Water Quality Maintenance

Water quality items requiring maintenance at the Gateway fountains consist of the following items:

- Filters - 4
- Ozonators - 3
- Brominators - 3
- Water quality monitors (built in control panel) - 2
- Water make-up valve assemblies - 2

Interactive Fountain

Module 3 – Interactive Fountain Equipment/Mechanical Maintenance AND Water Quality Maintenance

Equipment/Mechanical, software and Water Quality items requiring maintenance at the interactive fountain consist of the following items:

- Microshooter® assemblies – 12*
- Air system – 1

- Picolight™ assemblies, white with stands – 24
- Submersible junction boxes – 7
- Water circulation filter and chemical treatment system – 1
- Water quality monitor – 1
- Animation and monitoring control system – 1*
- Light contactor – 1
- GFCI breaker – 1
- Wind sensor – 1
- Water level sensors – 2
- Paver support – 24
- Other associated equipment not listed above

* Equipment proprietary to WET Care, the company that designed and built the fountains.

Reflection Pool

Module 4 – Reflection Pool Equipment AND Water Quality Maintenance

Although there is no proprietary equipment in the reflection pool, the Contractor will service the feature including:

- Water quality system
- Water level sensors
- Water make-up valve
- Ozonator
- Pump
- Sand filter
- Control panel

General Provisions

Maintenance is understood to include parts and labor; regularly scheduled service visits including custodial services; equipment repair/adjustments; water quality control; preventative maintenance; and any unscheduled visits as required.

More specifically, Contractor will:

1. Provide on-site maintenance services, as required, to keep the water features operating in show quality condition, with all characteristics of the two main fountains (Gateway Fountains) and the interactive fountain working at optimal levels of performance, with no appreciable downtime. Show quality condition is defined as the consistent performance of the main two fountains and the interactive fountain with music, lights, water streams, and operability of all feature equipment, in synchronization in the manner for which it was created. This performance must be reliably available to meet the show schedule as posted on the Port of Los Angeles website (<http://www.portoflosangeles.org/recreation/fountain.asp>). At minimum, 90% of the lights need to be working, 90% of the audio system speakers need to be operational, and the water streams need to be visually uniform and accent the music in an obvious manner. The standard of performance is one where a reasonable person can visually tell whether there is a malfunction of equipment.

Note: The songs played during fountain performances are not part of this agreement.

On-site maintenance will include three (3) scheduled visits per week along with any unscheduled visits necessary to maintain show quality condition throughout the agreement period.

The water features are further defined in two Operations and Maintenance Manuals, one entitled "San Pedro Gateway Monument Water Feature" dated September 18, 2008 another entitled "San Pedro Harbor Blvd / 2nd Street Water Feature" dated October 9, 2008, and a third volume entitled "San Pedro Gateway Monument Feature Operational and Maintenance Manual Electrical Drawings." These are incorporated by reference into the final agreement.

The water features represent constructed improvements that have been installed at the Harbor Boulevard Parkway, excluding infrastructure provided by the Los Angeles Harbor Department (LAHD), i.e. the basin, utility connections, and waterproofing.

2. Work with Harbor Department staff on a shared responsibility basis to respond to intrusion alarms and the need to perform resets for relevant

aspects of the water features. In the event of an intrusion, Contractor will respond and resolve whatever led to the problem. City will respond on weekdays and Contractor on weekends and holidays between 8:00am and 9:00pm. City Holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Birthday (Last Monday in March)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving Day (Fourth Friday in November)
- Christmas (December 25)

When any holiday falls on a Saturday, it will be observed on the preceding Friday. When any holiday falls on a Sunday, it will be observed on the following Monday.

In all instances, Contractor will work to resolve whatever led to the problem. Contractor will be notified by Harbor Department staff of all scheduled special events (see link above).

3. Provide on-site water cleaning services as needed to maintain all required cleaning within the basins.
4. Maintain, as required, an adequate inventory of parts on City premises, within ¼ mile of the features, accessible to Contractor only, to ensure cost effective and continuous operation of the water feature. The Harbor Department is providing space in a storage container.
5. Notify Harbor Department staff of times the feature will be shut down for performance of unscheduled maintenance upon 72 hours notice to the Director of Construction and Maintenance or designee, and with the Director's concurrence.
6. Furnish all consumables (such as lamps, Ozonator tubes, and valve rebuild kits) in the performance of maintenance duties. Cost of consumables is within the compensation amount included in Exhibit B – Compensation Rates, excluding damage due to vandalism, natural disasters, or insurable causes.

7. Repair or replace, at no charge, any malfunctioning equipment furnished and installed by Contractor, excluding damage due to vandalism, natural disasters, or insurable causes.
8. Provide recommendations, as appropriate, for modifications to the existing systems in order to reduce operating costs or enhance overall appearance of the water features.
9. Provide on-site, informal training to Harbor Department maintenance and operations staff of the water features such as feature reset, start up and shut down, and safety features upon request of the Harbor Department. Such training will be requested as operational needs arise. Cost of training is included in the annual costs in Exhibit B – Compensation Rates.
10. Provide any necessary passwords or codes to Harbor Department staff for testing and verification of equipment by Harbor Department staff.
11. Comply with all non-permitted confined space entry standards per California Occupational Safety and Health Administration (Cal OSHA) Rules including T8 CCR §5157: Permit Required Confined Space and T8 CCR §5158: Other Confined Space Operations.